Vinesign Document ID: 93D18A31-1895-43C3-81C1-1381E70CADF8

STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Plaintiffs Sean Rairdon ("Plaintiff Rairdon") and Alvin Gomez ("Plaintiff Gomez") (collectively, "Plaintiffs"), on behalf of themselves, similarly situated Class Members, and the California Labor Commissioners as PAGA representatives, on the one hand, and Freedom Forever LLC ("Defendant"), on the other hand. Plaintiffs and Defendant collectively are referred to in this Agreement as the "Parties."

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

A. **Action**: The lawsuit originally filed by Plaintiff Gomez on February 15, 2022 entitled *Gomez v. Freedom Forever LLC et al.*, Case No. 22STCV05814, in the Superior Court of California, County of Los Angeles, including the First Amended Complaint.

B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed $25,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

C. **Agreement, Settlement Agreement, Stipulation, or Settlement**: The settlement agreement reflected in this document, titled "Stipulation and Settlement Agreement."

D. **Attorney Fee Award**: The amount, not to exceed one-third (1/3) of the Gross Settlement Amount ($743,333.33), finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

E. **Class**: All persons currently and formerly employed by Defendant as non-exempt employees in the State of California during the Class Period.

F. **Class Counsel**: Joseph Lavi, Elizabeth Harrier, and Vincent Granberry of Lavi & Ebrahimian, LLP

G. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.

AG
SR

The signed document can be validated at https://app.vinesign.com/Verify

H. **<u>Class Notice or Notice</u>**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval. The Notice will also be translated into Spanish.

I. **<u>Class Period</u>**: September 16, 2017 through the earlier of either December 31, 2023, or the occurrence of the escalator in Section III.b (e.g., when cumulative workweeks exceed 105,000 by more than 15%).

J. **<u>Class Representative or Plaintiffs:</u>** Alvin Gomez and Sean Rairdon.

K. **<u>Class Representative Enhancement Payments</u>**: The amount the Court awards to each Plaintiff, which will not exceed $10,000.00 each (for a total of $20,000.00 to both Plaintiffs) as an enhancement payment. This payment shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members. This payment is in addition to Plaintiffs' shares of the Net Settlement Amount and PAGA Payment.

L. **<u>Cost Award</u>**: The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

M. **<u>Counsel for Defendant</u>:** Jordan C. Lee and Stacey M. Shim of Polsinelli LLP.

N. **<u>Effective Final Settlement Date</u>:** The date which is (i) if no objection to the settlement is made and no motion for intervention is filed, the date the final approval order and judgment is entered by the Court; (ii) if an objection to the settlement is made or a motion for intervention is filed, within sixty (65) days of the service of notice of the final approval order on the objecting or intervening party, if no appeal has been filed; or (iii) if an appeal is filed, within sixty (65) days of the date the judgment is final and no longer subject to appeal.

O. **<u>Funding of Settlement:</u>** Defendant shall wire to the Settlement Administrator the Gross Settlement Amount in two installments as follows: (1) first installment in the amount of $1,115,000.00 within seven (7) business days of the Effective Final Settlement Date; and (2) second installment in the amount of $1,115,000.00 within one hundred twenty (120) days of the first installment.

P. **<u>Final Judgment or Final Approval</u>**: The final order and judgment entered by the Court finally approving this Agreement.

AG
SR

Q. ***Gomez* Class Action**: The class action complaint filed by Plaintiff Gomez against Defendant on February 15, 2022 in Los Angeles County Superior Court (Case No. 22STCV05814) alleging causes of action for meal and rest period violations, wage statement violations, failure to timely pay wages during employment and upon separation, and unfair business practices.

R. ***Gomez* PAGA Action**: The PAGA representative action filed by Plaintiff Gomez against Defendant on November 1, 2022 in Los Angeles County Superior Court (Case No. 22STCV34849) seeking civil penalties for the following labor code violations: and rest period violations, wage statement violations, failure to timely pay wages during employment and upon separation, and unfair business practices.

S. **Gross Settlement Amount or GSA**: The total value of the Settlement is a non-reversionary Two Million Two Hundred Thirty Thousand Dollars and Zero Cents ($2,230,000.00). This is the total amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to PAGA Members, as approved by the Court. No portion of the GSA will revert to Defendant for any reason.

T. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.

U. **LWDA**: California Labor and Workforce Development Agency.

V. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members after the following deductions from the GSA: (1) the Attorney Fee Award, (2) Cost Award, (3) Class Representative Enhancement Payments, (4) the PAGA Payment, and (5) Administration Costs. The individual settlement shares shall be reduced by the employee's applicable tax liability for the wages portion of the share.

W. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).

X. **PAGA Letter**: The Amended Correspondence sent by Class Counsel on behalf of Plaintiff Gomez to the LWDA on February 29, 2024 which outlines the labor code violations for which Class Counsel sought to recover civil penalties pursuant to PAGA.

AG
SR

Y. **PAGA Members**: All persons currently and formerly employed by Defendants as non-exempt employees in the State of California during the PAGA Period.

Z. **PAGA Payment**: The PAGA Payment consists of $80,000.00 of the GSA allocated to satisfy the PAGA penalties claim as alleged in the Action. Seventy-five percent (75% or $60,000.00) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25% or $20,000.00) of the PAGA Payment shall be distributed to PAGA Members based upon their respective pay periods worked during the PAGA Period, regardless of whether or not the PAGA Member has opted-out of the Class settlement. The PAGA Member can opt out of the Class settlement, but will still receive a share of the PAGA Payment, as there is no right to opt out of a PAGA lawsuit. If the Court awards less than the amount requested, any amount not awarded will become part of the NSA for distribution to Participating Class Members, and the Settlement Administration will distribute the amount, as approved by the Court.

AA. **PAGA Period**: September 15, 2020 through the earlier of either December 31, 2023, or the occurrence of the escalator in Section III.b (e.g., when cumulative workweeks exceed 105,000 by more than 15%).

BB. **PAGA Released Claims**: All PAGA claims seeking civil penalties under the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698, et seq.) predicated on the allegations disclosed in the Second Amended Complaint in the *Gomez* Class Action and in the PAGA Letter, including the PAGA claims and allegations for: (1) Failure to Provide Meal Periods; (2) Failure to Authorize or Permit Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Timely Pay All Wages Earned; (6) Failure to Pay all Wages Due Upon Discharge or Termination; (7) Failure to Maintain Required Records; (8) Failure to Furnish Accurate Itemized Wage Statements; (9) Failure to Provide Paid Sick Leave; and (10) Unreimbursed Business Expenses. The Effective Date of this release will be the date the Defendants fund the Gross Settlement Amount.

CC. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from the Class.

DD. **Parties**: Plaintiffs, individually and as the Class Representatives and PAGA representatives on behalf of the State of California, and Defendant.

EE. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the proposed Settlement.

FF. **Qualified Settlement Fund or QSF**: The Parties agree that the GSA is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such.

AG
SR

GG. ***Rairdon* Class Action:** The class action complaint filed by Plaintiff Rairdon against Defendant on September 16, 2021 in Sacramento County Superior Court (Case No. 34-2021-00308059) alleging causes of action for meal and rest period violations, wage statement violations, failure to timely pay wages during employment and upon separation, and unfair business practices.

HH. ***Rairdon* PAGA Action**: The PAGA representative action filed by Plaintiff Rairdon against Defendant on November 22, 2021 in Sacramento County Superior Court (Case No. 34-2021-00311563) seeking civil penalties for the following labor code violations: and rest period violations, wage statement violations, failure to timely pay wages during employment and upon separation, and unfair business practices.

II. **Released Claims**: Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees and costs, damages, penalties, prejudgment interest, actions, or causes of action of whatever kind or nature, whether known or unknown, that he or she has ever had, or hereafter may claim to have, for damages, interest, expenses, attorneys' fees, costs, restitution and equitable relief for the claims alleged in the Second Amended Complaint in the *Gomez* Class Action, or which could have been alleged or asserted based on the facts alleged in the Second Amended Complaint in the *Gomez* Class Action, including any and all claims for: (1) Failure to Provide Meal Periods; (2) Failure to Authorize or Permit Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Timely Pay All Wages Earned; (6) Failure to Pay all Wages Due Upon Discharge or Termination; (7) Failure to Maintain Required Records; (8) Failure to Furnish Accurate Itemized Wage Statements; (9) Failure to Provide Paid Sick Leave; (10) Unreimbursed Business Expenses; and (11) Unfair Business Practices. The Released Claims include claims meeting the above definition under any and all applicable California or federal laws, statutes, regulations, and Wage Orders. The release will be applicable to the Released Parties and only applies to periods of time when Class Members were members of the Class (i.e., excluding periods of time in an exempt position).

JJ. **Released Parties**: Defendant, as well as its parent companies, subsidiaries, affiliates, predecessors, successors, and assigns, and each of their respective shareholders, officers, directors, members, managers, supervisors, employees, attorneys, and insurers.

KK. **Response Deadline**: Forty-five (45) calendar days from the initial mailing of the Notice.

LL. **Second Amended Complaint**. The Amended Complaint that Plaintiff Gomez will file in the *Gomez* Class Action which will do the following: add Plaintiff Rairdon as a named Plaintiff; add the following class causes of action: (1) Labor Code sections 1194 and 1197 (unpaid minimum wages); (2) Labor Code section

AG
SR

246 (unpaid sick leave); (3) Labor Code sections 2800 and 2802 (unreimbursed business expenses (4) Labor Code sections 2698, *et seq* (civil penalties pursuant to the Private Attorneys General Act of 2004); and which will define the "Class" as all current and former non-exempt employees employed by Defendant, directly or through a staffing agency, within the state of California at any time during the period September 16, 2017 through November 18, 2023.

MM. **Settlement Administration**: The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendant have on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

NN. **Settlement Administrator**: The third party administrator agreed upon by Parties to administer this Settlement is ILYM Group, Inc.

OO. **Superior Court**: Los Angeles County Superior Court.

II. RECITALS

A. On September 16, 2021, Plaintiff Rairdon filed a class action complaint ("*Rairdon* Class Action") against Defendant on September 16, 2021 in Sacramento County Superior Court (Case No. 34-2021-00308059) alleging causes of action for meal and rest period violations, wage statement violations, failure to timely pay wages during employment and upon separation, and unfair business practices.

B. On November 22, 2021 Plaintiff Rairdon filed a representative PAGA complaint ("*Rairdon* PAGA Action") against Defendant on November 22, 2021 in Sacramento County Superior Court (Case No. 34-2021-00311563) seeking civil penalties for the following labor code violations: meal and rest period violations, wage statement violations, failure to timely pay wages during employment and upon separation, and unfair business practices.

C. On February 15, 2022, Plaintiff Gomez filed a class action complaint (" *Gomez* Class Action") against Defendant on February 15, 2022 in Los Angeles County Superior Court (Case No. 22STCV05814) alleging causes of action for meal and rest period violations, wage statement violations, failure to timely pay wages during employment and upon separation, and unfair business practices.

D. On August 5, 2022, Plaintiff Rairdon filed a First Amended Complaint in the *Rairdon* Class Action that amended the class definition to exclude hourly non-

AG

SR

exempt employees who performed work in Defendant's Commerce, California location.

E. On November 1, 2022, Plaintiff Gomez filed a representative PAGA complaint ("*Gomez* PAGA Action") against Defendant on November 1, 2022 in Los Angeles County Superior Court (Case No. 22STCV34849) seeking civil penalties for the following labor code violations: meal and rest period violations, wage statement violations, failure to timely pay wages during employment and upon separation, and unfair business practices.

F. On January 19, 2024, Plaintiff Gomez filed a First Amended Complaint in the *Gomez* Class Action that added a cause of action for Labor Code sections 510 and 1194 (unpaid overtime wages).

G. Prior to mediation, Plaintiffs reviewed a substantial amount of data and documents relating to the size and scope of the class, time and payroll records, and Defendant's employer policies that permitted an analysis and evaluation of the class-wide claims. In addition, Plaintiffs retained and worked with an expert to analyze the sampling of class-wide data.

H. The Parties attended mediation with Steve Rottman, Esq. on September 18, 2023. After a full day of arms-length mediation, the parties were unable to reach a settlement.

I. Following mediation, the Parties continued settlement discussions and were able to reach a settlement on April 3, 2024, the terms of which are reflected herein.

J. **Filing of Second Amended Complaint in *Gomez* Class Action**. Within 30 days of this Settlement Agreement being fully executed as a condition of this Agreement, Plaintiff Gomez will file a Second Amended Complaint which will do the following:

i. Add Plaintiff Rairdon as a named Plaintiff;

ii. Add the following causes of action 1) Labor Code sections 1194 and 1197 (unpaid minimum wages); (2) Labor Code section 246 (unpaid sick leave); (3) Labor Code sections 2800 and 2802 (unreimbursed business expenses; and (4) Labor Code sections 2698, *et seq* (civil penalties pursuant to the Private Attorneys General Act of 2004).

iii. Define the "Class" as all current and former non-exempt employees employed by Defendant, directly or through a staffing agency, within the state of California at any time during the period September 16, 2017 through November 18, 2023.

AG
SR

Plaintiffs' counsel shall provide Defendant with a copy of the Second Amended Complaint at least three (3) calendar days prior to filing for review and approval

K. **Dismissal by Plaintiff Rairdon.** Within seven (7) calendar days of Plaintiff Gomez filing a Second Amended Complaint in the *Gomez* Class Action, Plaintiff Rairdon will file a Request for Dismissal without Prejudice of the *Rairdon* Class Action and the *Rairdon* PAGA Action. This Settlement Agreement is conditioned upon Plaintiff Gomez successfully filing the Second Amended Complaint and of Plaintiff Rairdon successfully dismissing without prejudice the *Rairdon* Class Action and the *Rairdon* PAGA Action.

L. **Dismissal by Plaintiff Gomez.** Within seven (7) calendar days of Plaintiff Gomez filing a Second Amended Complaint in the *Gomez* Class Action, Plaintiff Gomez will file a Request for Dismissal without Prejudice of the *Gomez* PAGA Action. This Settlement Agreement is conditioned upon Plaintiff Gomez successfully filing the Second Amended Complaint and of Plaintiff Gomez successfully dismissing without prejudice the *Gomez* PAGA Action.

M. **Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

N. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

O. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties

AG
SR

of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

P. **Plaintiffs' Claims.** Plaintiffs assert that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiffs, Class Members, and Class Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiffs and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is Two Million Two Hundred Thirty Thousand Dollars and Zero Cents ($2,230,000.00), with the exception of Defendant's payroll taxes, which will be paid separate and apart from the Gross Settlement Amount.

B. **Escalator Clause**. Based on the information provided by Defendants, the class in this matter consists of 2,382 employees who will have cumulatively worked approximately 105,000 workweeks during the Class Period. Should the number of workweeks during the Class Period increase by more than 15%, the parties agree to end the Class Period as of the date on which the number of workweeks exceeds 15% (i.e., when the number of workweeks exceeds 120,750 workweeks.)

C. **Class Certification**. Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.

D. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the

AG
SR

Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.

E. **Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs Alvin Gomez and Sean Rairdon shall be appointed as representatives for the Class.

F. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

G. **Appointment of Settlement Administrator.** After having reviewed competing bids from multiple third-party administrators, the Parties stipulate and agree to the appointment of ILYM Group, Inc. as the Settlement Administrator. ILYM Group, Inc. is a highly experienced and well qualified settlement administrator and it had the most competitive pricing for the administration of this Settlement.

H. **Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the NSA to each Participating Class Member.

1. **Calculation**.

   a. **Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California during the Class Period based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members during the Class Period based on the same Class Data, which is then multiplied by the NSA. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

   b. **PAGA Payment to PAGA Members.** Each PAGA Member will receive a proportionate share of the 25% PAGA Payment payable to PAGA Members that is equal to (i) the number of pay periods he or she worked for Defendant in California during the PAGA Period based on the Class Data provided by Defendant, divided by (ii) the total number of pay periods worked by all PAGA Members during the PAGA Period based on the same Class Data, which is then multiplied by the 25% PAGA Payment. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each PAGA Member's

98839005.1

AG
SR

share of the PAGA Payment ties directly to the amount of pay periods that he or she worked.

2. **Tax Treatment.**

   a. **Participating Class Member Taxes**: Each Class Member's gross settlement award will be apportioned as follows: 10% wages and 90% penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported on IRS W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported on IRS 1099 forms, to the extent applicable.

   b. **PAGA Member Taxes**. One hundred percent of the PAGA Payment to PAGA Members will be treated and paid as civil penalties and reported on IRS 1099 forms, to the extent applicable.

   c. **Employer Taxes**: Defendant's portion of payroll taxes as the Class Members' current or former employer will be paid separate and apart from the Gross Settlement Amount.

I. **Preliminary Approval.**

1. **Preliminary Approval Motion.** Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice. At least three (3) business days prior to the filing of the Preliminary Approval motion, Class Counsel shall send a draft to Defendant for review.

2. **LWDA.** Pursuant to California Labor Code § 2699(l), Class Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Settlement documents with the Court.

3. **Preliminary Approval Hearing**. At the Preliminary Approval hearing, the Parties will appear to support the granting of the motion.

4. **Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. The amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall be determined by the Court,

AG
SR

and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments.

J. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that the Settlement Administrator shall be retained to serve as Settlement Administrator, subject to Court approval and appointment.

1. **Responsibilities of Settlement Administrator.** The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and remailing Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA and PAGA Members; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiffs with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State of California Unclaimed Property Fund, in the amounts directed per this Settlement, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree.

2. **No Interest in Settlement Administrator.** The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

AG
SR

K. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

1. **Class Data to Settlement Administrator.** Within seven (7) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; and (5) the total number of weeks worked during which the Class Member performed work during the Class Period; and (6) the total number of pay periods PAGA Members had during the PAGA Period ("Class Data"). The Class Data shall be based on Defendant's payroll, personnel, and other business records. If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will use the National Change of Address Database ("NCOA") on the addresses of all former employee Class Members. The Settlement Administrator shall maintain the Class Data as private and confidential, but Class Counsel will have access to the Class Data so that nothing shall impede Class Counsel from discharging their fiduciary duties to the Class.

2. **Spanish Translation.** The Class Notice will be printed in English and Spanish, as Defendant represents that some Class Members require a Spanish translation.

3. **Notice Mailing.** Within fourteen (14) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendants and the NCOA search results.

4. **Returned Class Notices and Remailing.** If a Class Notice is returned because of an incorrect address, within five (5) calendar days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the NCOA and skip traces to attempt to find current addresses. The Settlement Administrator will note for its own records the date and address of each re-mailing and will extend that Class Member's deadline to respond to the Settlement by fourteen (14) calendar days. The Settlement Administrator will inform the Parties of any such extension provided.

5. **Undeliverable Class Notices.** The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any

AG
SR

Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice will be deemed undeliverable.

6. **Weekly Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Class Notices mailed, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed, and the number of requests for exclusion or objections received.

7. **Final Report.** No later than five (5) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Class Notices mailed to Class Members, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

8. **Declaration re: Administration.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will circulate to the Parties a declaration of administration setting forth its compliance with its obligations under this Stipulation. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel with the Motion for Final Approval, or as soon as practicable. The Settlement Administrator will supplement its declaration if any material changes occur from the date of its prior declaration or upon request by the Parties.

L. Responses to Class Notice.

1. **Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing via mail or fax no later than the Response Deadline. The timeframe to submit an objection will be extended by fourteen (14) calendar days for returned mailings.

   a. **Format.** Written objections should state: (a) the objecting person's full name; (b) the words "Notice of Objection" or "Formal Objection;" and (c) describe, in clear and concise terms,

AG
SR

the arguments supporting the objection. Failure to follow this format will not render the objection invalid.

b. **Appearance at Final Approval Hearing.** Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through his or her own counsel. Timely written objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. The Court will hear from any Class Member who attends the final approval hearing and asks to speak regarding his or her objection, whether or not they submitted a written objection

c. **Objections Received.** The Settlement Administrator will provide copies of any objection it receives to Class Counsel and Defendant's Counsel. Class Counsel will file the objections with the Court prior to the Final Approval Hearing. Class Counsel and Defense Counsel will be permitted to file a response to any objections received at any time leading up to the Final Approval Hearing.

2. **Request for Exclusion from the Settlement ("Opt-Out").** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail or fax to the Settlement Administrator a written request for exclusion.

a. **Format.** The written request for exclusion must: (a) state the Class Member's name, address, telephone number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; and (c) be postmarked or fax receipt dated no later than the Response Deadline.

b. **Effect of Timely Request for Exclusion.** Any Class Member who returns a timely, valid request for exclusion will not be bound by the Settlement and subsequent Final Judgment and will not receive an Individual Settlement Share.

c. **Effect of Untimely Request for Exclusion**. A Class Member who does not complete and mail or fax a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is finally approved by the Court, and by the subsequent Final Judgment.

d. **Right to Revoke**. If ten percent (10%) or more of the Class opts out of the Class, Defendant, in its sole discretion, may revoke its agreement to the Settlement. Defendant must exercise its right to

AG
SR

revoke this Settlement within 10 calendar days of being informed by the Settlement Administrator in writing that ten percent (10%) or more of the Class opted out of the Class.

3. **Workweek or Pay Period Disputes.** If a Class Member or PAGA Member disputes the number of weeks worked or pay periods allotted to them, as stated in his or her Class Notice, the Class Member or PAGA Member must contact the Settlement Administrator before the Response Deadline. Class Members and PAGA Members are encouraged to provide any documentation supporting his or her contention that his or her workweek or pay period allotment is incorrect. Such documentation must be postmarked by the Response Deadline. In the absence of such documentation, Defendant's records will be presumed correct. The Settlement Administrator will investigate the challenge, request further information from Defendant, and make all final decisions as to the outcome of the challenge. If the Class Member or PAGA Member's workweeks or pay periods are adjusted following the dispute, then the Settlement Administrator shall notify the Class Member or PAGA Member of the adjustment.

M. **No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

N. **Final Approval.**

a. **Final Approval Motion**. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payments; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Final Judgment) releasing and barring any Released Claims of the Participating Class Members. At least three (3) business days prior to the filing of the Final Approval motion, Class Counsel shall send a draft to Defendant for review.

b. **Effect of Denial of Final Approval.** If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the GSA or any amounts that otherwise would have been owed under this

AG
SR

Stipulation. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, Attorney Fee Award, Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.

c. **Effect of Grant of Final Approval**. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Final Judgment in accordance therewith. After entry of Final Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

d. **Notice of Final Judgment to the Class.** In compliance with California Rules of Court, Rule 3.771(b), the Final Approval Order and Judgment will be posted on the Settlement Administrator's website. The Class Notice will provide Class Members with the Settlement Administrator's website address, where Class Members will be able to download the Settlement Agreement, Motion for Preliminary Approval and Preliminary Approval Order, Motion for Final Approval and Final Approval Order, as well as the Final Judgment.

O. Appeals.

1. **Waiver of Right to Appeal.** Provided that the Final Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Final Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

2. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Final Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to,

AG
SR

any alteration of the GSA, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

P. **Funding the Settlement.** Defendant shall fund the settlement pursuant to the terms of this Stipulation and the Court's Final Approval Order.

   a. **Timing**. Defendant shall wire to the Settlement Administrator the GSA in two installments as follows: (1) first installment in the amount of $1,115,000.00 by January 1, 2025 or within seven (7) business days of the Effective Final Settlement Date, whichever date is later; and (2) second installment in the amount of $1,115,000.00 by June 1, 2025.

   b. **QSF Treatment**. The Parties and Settlement Administrator shall treat the GSA as coming into existence as a QSF on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

Q. **Disbursement of the Settlement.** The Settlement Administrator shall distribute funds pursuant to the terms of this Stipulation and the Court's Final Approval Order. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

   1. **Timing.** Pursuant to the terms of this Settlement Agreement, the Settlement Administrator shall disburse the following within fourteen (14) calendar days after the Settlement has been funded pursuant to III.Q.a:

      a. **To the Class Representatives:** In addition to Plaintiffs' Individual Settlement Share and Individual PAGA Payment, and subject to the Court's approval, Plaintiffs will receive up to Ten Thousand Dollars and Zero Cents ($10,000.00) each. The Settlement Administrator will pay the Class Representative Enhancement Payments out of the GSA. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. An IRS Form 1099 will be issued to the Plaintiffs for their payments. If the amount awarded is less than the amounts requested for the Class Representative Enhancement Payments, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

AG
SR

b. **To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed one-third of the GSA ($743,333.33) and a Cost Award not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

c. **To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of payroll withholding taxes out of each Participating Class Member's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

d. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed $25,000. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

e. **To the LWDA.** The Settlement Administrator will pay $60,000.00 of the GSA allocated as the 75% portion of the PAGA Payment payable to the LWDA.

f. **To PAGA Members.** The Settlement Administrator will pay $20,000.00 of the GSA allocated as the 25% portion of the PAGA Payment payable to PAGA Members. PAGA Members will receive a share of the 25% PAGA Payment according to the calculations set forth above.

AG
SR

g. **To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the NSA.

R. Uncashed Checks.

1. **Check Expiration**. Participating Class Members and PAGA Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

2. **Reminder Postcard**. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

3. **Cancelled Checks**. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks.

4. **Uncashed Funds.** All checks not cashed within 180 days of issuance shall be sent to the State of California Unclaimed Property Fund pursuant to the applicable instructions of the California State Controller to be held by the Controller The Parties agree that this disposition results in no 'unpaid residue' under California Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out, regardless of whether or not all checks are cashed.

S. Compliance Report by Settlement Administrator. Within ten (10) business days after the Settlement Administrator cancels any checks remaining uncashed, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

T. Release of Claims.

1. **Effective Date of the PAGA Release.** Upon Defendant's payment funding the Gross Settlement Amount, Plaintiff, PAGA Members, and the State of California shall forever release the Released Parties for the PAGA Released Claims. The PAGA Released Claims shall be fully, finally, and forever released, relinquished and discharged for the PAGA Period.

2. **Participating Class Members' Release**. Upon Defendant's payment funding the Gross Settlement Amount, Participating Class Members (including Plaintiffs) shall forever release the Released Parties for the

AG
SR

Released Claims for the Class Period. The Released Claims shall be fully, finally and forever released, relinquished and discharged for the Class Period.

3. **Binding Effect.** This Settlement Agreement shall be binding on all Participating Class Members and PAGA Members. This Settlement Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released Claims and PAGA Released Claims raised against the Released Parties in the future.

4. **Release of Plaintiffs' Claims**. Plaintiff Gomez's and Plaintiff Rairdon's release of their separate, individual claims is contingent upon Defendant's payment of separate consideration for such individual claims, which are being resolved pursuant to separate settlement agreements.

U. Miscellaneous Terms

1. **Defendant's Legal Fees.** Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Action outside of the GSA.

2. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Stipulation is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Stipulation is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Stipulation).

3. **No Effect on Employee Benefits.** The Class Representative Enhancement Payments and Individual Settlement Shares paid to Plaintiffs or Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Participating Class Members. The Parties agree that any Class Representative Enhancement Payments and/or Individual Settlement Shares paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiffs' or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee

AG
SR

pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

4. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

5. **Authorization to Enter Into Settlement Agreement.** The Parties warrant and represent that they have authorized Class Counsel and Defendant's Counsel, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Stipulation. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Stipulation, or on any supplemental provisions that may become necessary to effectuate the terms of this Stipulation, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Stipulation.

6. **Exhibits and Headings.** The terms of this Stipulation include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Stipulation are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Stipulation.

7. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

8. **Amendment or Modification of Agreement.** This Stipulation, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest. Any amendments or modifications will require Court approval.

AG
SR

9. **Agreement Binding on Successors and Assigns.** This Stipulation will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

10. **No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

11. **Applicable Law.** All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. **Fair, Adequate, and Reasonable Settlement.** The Parties believe and warrant that this Stipulation reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Stipulation through arms-length negotiations, taking into account all relevant factors, current and potential.

13. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Stipulation, and that Class Members will assume any such tax obligations or consequences that may arise from this Stipulation, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Participating Class Member, such Participating Class Member assumes all responsibility for the payment of such taxes.

14. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments in connection therewith.

15. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Stipulation valid and enforceable. In the event any provision of this Stipulation shall be found unenforceable, the unenforceable provision shall be deemed deleted, and

AG
SR

the validity and enforceability of the remaining provisions shall not be affected thereby.

16. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Stipulation. This Stipulation will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

17. **Execution in Counterpart.** This Stipulation may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile, PDF, DocuSign (or similar e-signature) signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

AG
SR

VI. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

AS TO CONTENT:

Dated: _____________

PLAINTIFF SEAN RAIRDON

Sean Michael Rairdon
____
Sean Rairdon

Dated: _____________

PLAINTIFF ALVIN GOMEZ

Alvin Gomez
____
Alvin Gomez

Dated: _____________

DEFENDANT FREEDOM FOREVER LLC

By:_________________________

Its:_________________________

AS TO FORM ONLY:

Dated: _____________

LAVI & EBRAHIMIAN LLP

Joseph Lavi
____
Joseph Lavi, Esq.
Vincent Granberry, Esq.
Elizabeth Harrier, Esq.
Attorneys for Plaintiffs and the Class

AG
SR

Docusign Envelope ID: 0D4AD962-1E96-4C3D-97DF-0759800D9417

VI. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

AS TO CONTENT:

Dated: ______________ **PLAINTIFF SEAN RAIRDON**

____
Sean Rairdon

Dated: ______________ **PLAINTIFF ALVIN GOMEZ**

____
Alvin Gomez

Dated: 10/16/2024 | 9:52 AM PDT **DEFENDANT FREEDOM FOREVER LLC**

By: Signed by: Brett Bouchy 92A37CAAC9EF4EB...
Its: Manager & CEO

AS TO FORM ONLY:

Dated: ______________ **LAVI & EBRAHIMIAN LLP**

____
Joseph Lavi, Esq.
Vincent Granberry, Esq.
Elizabeth Harrier, Esq.
Attorneys for Plaintiffs and the Class

Docusign Envelope ID: 0D4AD962-1E96-4C3D-97DF-0759800D9417

Dated: October 18, 2024

POLSINELLI LLP

Jordan C. Lee, Esq.
Stacey Shim, Esq.
Attorneys for Defendant